

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**INFORMATION TECHNOLOGY  
COALITION, INC.**

**Plaintiff,**

**v.**

**INTRINSIC TECHNOLOGIES, LLC**

**Defendant.**

**Case Number:**

**JURY DEMANDED**

**COMPLAINT**

**COMES NOW** the Plaintiff, INFORMATION TECHNOLOGY COALITION, INC. (hereinafter “ITC”), by and through its counsel GARDINER KOCH WEISBERG &WRONA, and complains against the Defendant, INTRINSIC TECHNOLOGIES, LLC (hereinafter “Intrinsic”), as follows:

**JURISDICTION AND VENUE**

- 1) Plaintiff ITC is a corporation organized under the laws of the Commonwealth of Virginia, with its principal offices located at 6208 B Old Franconia Road, Alexandria, Arlington County, Virginia 22310.
- 2) Upon information and belief, Defendant Intrinsic is a limited liability company organized under the laws of the State of Illinois, with its principal offices located at 1011 Warrenville Road, Suite 155, Lisle, DuPage County, Illinois 60532.
- 3) This Court has jurisdiction in this cause under 28 U.S.C. § 1332.
- 4) Venue is proper under 28 U.S.C. § 1391, as Defendant Intrinsic is a limited liability company organized under the laws of the State of Illinois, with its principal offices located in

DuPage County, Illinois.

**GENERAL ALLEGATIONS**

- 5) In or around September 2007, ITC and Intrinsic entered into an agreement (hereinafter "Contract"). Pursuant to the Contract, ITC was to, and did, provide services, including but not limited to computer consulting services on behalf of Intrinsic.
- 6) The services provided by ITC to Intrinsic, relevant to this action, related to a government contract for services (hereinafter "Project") for which Intrinsic was a subcontractor to Microsoft Corporation (hereinafter "Microsoft") and ITC was a subcontractor to Intrinsic.
- 7) Defendant Intrinsic agreed to pay ITC for its services, and ITC provided said services with the expectation of payment from Intrinsic.
- 8) Intrinsic received ITC's services without exception and in the ordinary course of business.
- 9) ITC has fully performed all of its obligations under the Contract.
- 10) During the course of the parties' relationship, ITC issued invoices to Intrinsic requesting payment for work completed.
- 11) Notwithstanding the payment obligations of Intrinsic, Intrinsic has failed and refused to pay the balances due and owing to ITC.
- 12) ITC has demanded payment from Intrinsic, and Intrinsic has refused to pay the balances due and owing, said balances due and owing total at least One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25).
- 13) Intrinsic's refusal to pay has been vexatious and unreasonable.
- 14) As of July 1, 2009, with interest, as provided for in the Contract and which

continues to accrue, the amount due and owing from Intrinsic to ITC is at least One Million Six Hundred Forty Thousand One Hundred Eighteen Dollars and Seventy-Four Cents (\$1,640,118.74).

**COUNT I – BREACH OF CONTRACT**

15) The allegations of paragraphs 1 through and including 13 of the Complaint are realleged as if fully set forth herein and are incorporated herein by reference.

16) ITC and Intrinsic entered into an agreement, whereby, Intrinsic agreed to pay ITC for services, including but not limited to computer consulting services, provided for the benefit of Intrinsic at the Project.

17) ITC has provided all services requested by Intrinsic, which have been accepted without objection by Intrinsic.

18) ITC has requested payment for said services.

19) Intrinsic has failed and/or refused to make payment for said services.

20) Intrinsic, by withholding and/or failing to make such payments, is in breach of the aforementioned agreement between ITC and Intrinsic. Plaintiff has suffered and will continue to suffer substantial damage as a result of Defendant's breach of contract.

WHEREFORE the Plaintiff, Information Technology Coalition, Inc., respectfully requests this Honorable Court enter an Order granting judgment against the Defendant, Intrinsic Technologies, LLC, in the amount of One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25), plus pre-and post-judgment interest, all costs and fees associated with bringing this action, including but not limited to reasonable attorney's fees, such punitive damages as allowed by law, and any other relief that this Honorable Court may deem appropriate.

**COUNT II – ACCOUNT STATED**

- 21) The allegations of paragraphs 1 through and including 13 of the Complaint are realleged as if fully set forth herein and are incorporated herein by reference.
- 22) Subsequent to the parties' September 2007 agreement, ITC periodically sent invoices to Intrinsic in order to receive progress payments.
- 23) Intrinsic failed to specifically object to ITC's invoices or to the payment of the invoices within a reasonable time following its receipt of the invoices.
- 24) To date, Intrinsic has failed to pay ITC the amount of One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25) it owes to ITC pursuant to the subject invoices.
- 25) As a direct and proximate result of Intrinsic's failure to pay these invoices, ITC has suffered damages.

**WHEREFORE** the Plaintiff, Information Technology Coalition, Inc., respectfully requests this Honorable Court enter an Order granting judgment against the Defendant, Intrinsic Technologies, LLC, in the amount of One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25), plus pre-and post-judgment interest, all costs and fees associated with bringing this action, including but not limited to reasonable attorney's fees, such punitive damages as allowed by law, and any other relief that this Honorable Court may deem appropriate.

**COUNT III – QUANTUM MERUIT (In the Alternative)**

- 26) The allegations of paragraphs 1 through and including 13 of the Complaint are realleged as if fully set forth herein and are incorporated herein by reference. This Count III is pled in the alternative to Count I and II.

27) ITC is entitled to recover from Intrinsic the sum of One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25) representing the reasonable services provided by the ITC to Intrinsic at the Project.

28) ITC provided services to Intrinsic with the expectation of full payment.

29) ITC has completed the services requested by Intrinsic to its detriment and to Intrinsic's benefit.

30) Intrinsic will be unjustly enriched if allowed to retain the benefits of ITC's services without being required to tender full payment.

31) Therefore, under the theory of *Quantum Meruit* the Plaintiff is entitled to recover One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25) and that said amount increases each and every day.

**WHEREFORE** the Plaintiff, Information Technology Coalition, Inc., respectfully requests this Honorable Court enter an Order granting judgment against the Defendant, Intrinsic Technologies, LLC, in the amount of One Million Four Hundred Seventy-Two Thousand One Hundred Sixty-One Dollars and Twenty-Five Cents (\$1,472,161.25), plus pre-and post-judgment interest, all costs and fees associated with bringing this action, including but not limited to reasonable attorney's fees, such punitive damages as allowed by law, and any other relief that this Honorable Court may deem appropriate.

**JURY TRIAL DEMANDED**

Plaintiff requests a jury trial on all questions of fact.

Respectfully Submitted,

INFORMATION TECHNOLOGY  
COALITION, INC.

BY: /s/ *Thomas G. Gardiner*  
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